

# EXHIBIT 1

**CHESTNUT, SANDERS, SANDERS, PETTAWAY, & CAMPBELL, L.L.C.**

ATTORNEYS AND COUNSELORS AT LAW  
ONE UNION STREET — SELMA, ALABAMA 36702-1290

J. L. CHESTNUT, JR.  
HENRY SANDERS  
ROSE M. SANDERS  
COLLINS PETTAWAY, JR.  
KATY SMITH CAMPBELL

April 24, 2007

MAILING ADDRESS:

P. O. Box 1290  
SELMA, ALABAMA 36702-1290  
[334] 875-9264  
TELECOPIER: (334) 875-9853

KINDAKA J. SANDERS

Theodore Davis  
5608 Terrace J.  
Birmingham, AL 35208

**Re: Withdrawal of Representation**

Dear Mr. Davis:

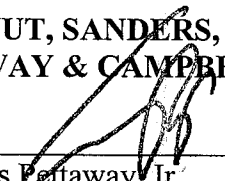
This letter is to confirm your decision to dismiss me from representation of you in the Armstrong Relocation, et al case, U.S. District Court, Middle District, Alabama, civil action no. 2:05-CV-632. I will file my motion to withdraw. You may come by the office to pick up the entire file materials.

Just a reminder, the pre-trial conference is set for May 30, 2007 and the trial is set for July 9, 2007.

Be blessed. My bill for service is enclosed.

Sincerely,

**CHESTNUT, SANDERS, SANDERS,  
PETTAWAY & CAMPBELL, L.L.C.**

By:   
Collins Pettaway, Jr.

CPjr/at

Enclosure

## *Invoice for Legal Services Rendered*

*Theodore Davis*  
*5608 Terrace J.*  
*Birmingham, AL 35208-*

<i>Report Date</i>	<i>8/25/2006 to 4/24/2007</i>	<i>Case Name</i>	<i>Theodore Davis</i>
<i>File Number</i>		<i>Case Attorney</i>	<i>Collins Pettaway</i>
<i>Invoice Date</i>	<i>Tuesday, April 24, 2007</i>		

<i>Invoice Total</i>	<i>\$345.00</i>
<i>Total Payments to Date</i>	<i>\$0.00</i>
<i>Total Amount Due Upon Receipt</i>	<i>\$345.00</i>

***Chestnut, Sanders, Sanders, Pettaway & Campbell, PC******Report Date*** 8/25/200 to 4/24/2007***Time:***

<i>Date</i>	<i>Attorney Services Rendered</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount Billed</i>
8/25/2006	Conference with client; research, investigation, conference with opposing counsel; conference with prior counsel; conference with court, entry of appearance, resetting case	\$150.00	2.3	\$345.00

***Total Time Billing***

2.3	\$345.00
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***Expenses:******Invoice Total*** \$345.00***Total Payments to Date*** \$0.00***Total Amount Due Upon Receipt*** \$345.00

Thank you for allowing us to serve your needs!

**Rountree & Associates, P.C.**

448 Saint Lukes Drive  
Montgomery, AL 36117  
Phone: 334-270-8291 Fax 334-270-8294

**EMPLOYMENT CONTRACT**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned does hereby employ *Rountree, & Associates, P.C.* as my true and lawful attorneys, for me, in my name with full power and authority to represent me in the matter of my claim against, Edna Dumas, et al. I am employing this firm to prosecute said action arising out of a business and contractual dispute concerning House, Personal property etc for judgement, giving and granting unto the attorneys full power to compromise or settle said claim and to do and perform all other acts that they may consider proper in connection with said matter, and that I/We, the undersigned, do expressly ratify and confirm all such acts. It is expressly understood that no settlement of the claim will be made without my consent, and if no settlement is made. I absolutely realize that I will be solely responsible for the billed hours and expenses incurred by this firm in their representation of my interest in this matter.

In addition thereto, I further agree to pay *Rountree & Associates, P.C.* the following:

A retainer of \$ 1,500.00 to cover a portion of the initial expenses of filing the case. This retainer is due as follows:

\$ 1,500.00 At the start of the contract and the client will be billed monthly for any amount over the initial retainer. The client will be billed at the Corporate Rate of \$150.00 dollars per hour.

In addition thereto, I further agree that all additional expense incurred in the preparation and/or trial of my claim will be paid in full at the end of each monthly billing cycle.

I hereby authorize *Rountree, & Associates, P.C.* to employ associate counsel, should they deem the same necessary, at no additional fee above the agreed upon legal fees.

I agree that *Rountree, & Associates, P.C.* reserves the right to withdraw from this agreement if they in their sole opinion, decide that: the basis of my claim is without merit, I reject an offer of settlement that they, in writing, recommend that I accept or if our relationship develops such an incompatibility of temperament that they do not feel that they can continue to represent me.

I agree to keep *Rountree, & Associates, P.C.* advised of my/our whereabouts and means to timely communicate with me/us and I/We shall cooperate fully in providing testimony, documents, and assistance in answering inquiries and reviewing testimony and documents. If, I fail to comply with the terms of this contract I agree to pay *Rountree, & Associates, P.C.* their expenses incurred to date.

If *Rountree, & Associates, P.C.* elects to withdraw after the signing of this agreement, they will inform me, in writing, at least thirty (30) days prior to such withdrawal and will provide me with complete copies of my file and return to me any and all documents I have provided them. I agree to immediately reimburse them for any expenses that they have advanced, incurred, or promised to pay for services provided, at the time of withdrawal.

I further agree that I promise and am responsible for costs associated with this action and I agree to pay all costs of collection or securing, or attempting to collect or secure this contract, including reasonable attorney's fee whether the same be collected or secured by suit or otherwise.

If any one or more of the provisions of this contract are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative.

This contract shall be construed in accordance with the laws of the State of Alabama.

Done, this 28<sup>th</sup> day of January, 2004.

Attorney of Record: Michael Rountree

Case Number: \_\_\_\_\_

Theodore Davis  
Signature of Client

(Ted) Theodore Davis  
Name of Client (Please Print)

421-68-6464 1-12-47  
Social Sec. # Date of Birth

205-923-4432 Disability  
Home Phone Number Work Phone Number

5608 Terrace I B'ham AL 35208  
Street City State Zip code

Michael Rountree  
Accepted by Rountree & Associates, P.C.

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF ALABAMA  
NORTHERN DIVISION

THEODORE DAVIS,

Plaintiff,

vs.

ARMSTRONG RELOCATION, LLC,

Edna Dumas, et al.

Defendants.

Case No.: 2:05-cv-632-WKW-WC

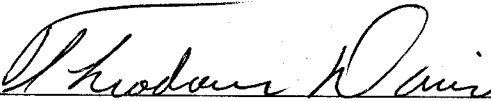
**AFFIDAVIT OF THEODORE DAVIS**

1. My name is Theodore Davis. My friends call me Ted. I am the Plaintiff in the above case, I filed this case because every personal document I owned, all of my furniture and all of my clothes, all of my books, art and jewelry and lifelong mementoes were destroyed in the space of a day by a vindictive ex-girlfriend. I hired lawyers to represent me believing they knew how to do so and would do and I agreed to pay them that which they requested. To my total frustration I find myself about to be evicted a second time for reasons beyond my control.
2. I hired Michael Roundtree. Roundtree pleaded illness and I do not believe he was in fact ill. I hire Attorney Pettaway and he did not one thing for six month.
3. I have hired A. J. Cooper, of Fairhope, Al. He has worked diligently to begin to under the pleadings; he has required me to obtain the missing depositions. He has advised me on narrowing the case. He has assured me that he will stay with me through trial regardless of the outcome.
4. I have been proactive and I have not tried to delay this matter. I

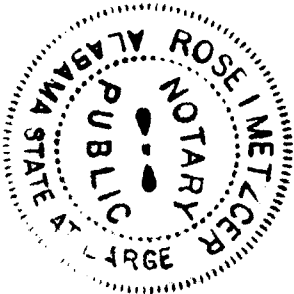
believe I have been harmed and that I deserve my day in court. There are a number of factual issues to be disputed in the Summary Judgment motions and if my attorneys had responded, these matters would have been brought to the courts attention.

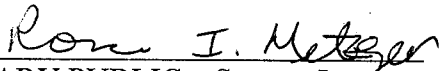
STATE OF ALABAMA                     )  
  ) ss:  
COUNTY OF BALDWIN            )

Before me, the undersigned, as Notary Public for the State at Large, personally appeared Willie J. Williams, II, who being by me first duly sworn, deposed and said on oath that he is the Plaintiff in the foregoing Motion and Affidavit and that allegations contained therein are true and correct.

  
Theodore Davis

Sworn to and subscribed before me on this 28th day of June, 2007.



  
NOTARY PUBLIC – State at Large  
My commission expires: 03-17-2010